

**VICKIE L QUINTANA
3106 TIDEWIND CT
MANVEL, TX 77578**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS – HOUSTON**

VICKIE L QUINTANA

Plaintiff,

vs.

EQUIFAX INFORMATION SERVICES, TRANS
UNION LLC, EXPERIAN INFORMATION
SOLUTIONS, CSC CREDIT SERVICES, GECU-
INDIRECT, NATL FITNESS, CONSOLIDATED
RESORTS, GEMB/DILLARDS, GECU, BANK OF
AMERICA, ALL POINTS CAPITAL
COR, INTEGRATED VEHICLE LEA, JMV
ASSOCIATES, PREMIER CAPITAL
LLC, BIRCHWOOD CREDIT
SERV, BCHML, GECU-INDIRECT, GEMB, SRA
ASSOCIATES, ENTAIRE GLOBAL LENDI, FIA
CSNA, CHASE, CHASE VENDOR MANAGEM,
AMERICAN EXPRESS, FIA CSNA, WELLS
FARGO BANK,

Cause No: unassigned

COMPLAINT

Defendant

Upon information and belief, and in good faith, Plaintiff, VICKIE L QUINTANA alleges as follows:

PRELIMINARY STATEMENT

- Plaintiff brings this action for damages based upon Defendants' violation of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt Collections Practices Act

1 ("FDCPA"). Plaintiff seeks an award of statutory damages, actual damages, punitive damages,
 2 and costs.

JURISDICTION

- 3 2. The jurisdiction of this court is conferred by 15 U.S.C., 1681 (p) and 28 U.S.C. 1331. Venue lies
 4 in Harris County in the U.S. District Court, Southern District of Texas – Houston.

PARTIES

- 5 3. Plaintiff VICKIE L QUINTANA (hereinafter "I" or "Plaintiff") is a resident of Houston, Texas.
 6 Plaintiff is a "Consumer" as defined by FCRA 1681(a) of the FCRA.
 7 4. Defendant Trans Union LLC (hereinafter "Trans Union") is both a "person" as defined by FCRA
 8 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). Trans Union is
 9 authorized to do business in the State of Texas, with its principal place of business located at 555
 10 West Adams, Chicago, Illinois 60661.
 11 5. Defendant Experian Information Solutions (hereinafter "Experian") is both a "person" as defined
 12 by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681 (f). Experian is
 13 authorized to do business in the State of Texas, with its principal place of business located at 475
 14 Anton Blvd., Costa Mesa, CA 92626.
 15 6. Defendant Equifax Information Services LLC (hereinafter "Equifax Information Services") is both a
 16 "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA
 17 1681(f). Equifax Information Services is authorized to do business in the State of Texas, with its
 18 principal place of business located at 1550 Peachtree Street, NW Atlanta, Georgia 30309.
 19 7. Defendant Credit Control Corporation; is a "debt collector" as defined by FDCPA 1692a (6), a
 20 "person" as defined by FCRA 1681(b) and a "reseller" as defined by FCRA 1681a (u). RJM
 21 Credit Control Corporation is a "furnisher" of information as contemplated by FCRA 1681s-
 22 2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or
 23 more consumer reporting agencies about consumer transactions or experiences with any
 24 consumer.
 25 8. Upon information and belief, Defendant California Coast Credit Union is a "furnisher" of
 26 information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course
 27 of business furnishes information to one or more consumer reporting agencies and financial
 28 institutions about consumer transactions or experience with any consumer and/or other financial
 29 institutions.
 30 9. Upon information and belief, Defendant American General Financial is a "furnisher" of
 31 information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course
 32 of business furnishes information to one or more consumer reporting agencies and financial
 33 institutions about consumer transactions or experience with any consumer.
 34 10. Defendant Midland Credit Management is a "debt collector" as defined by FDCPA 1692a (6), a
 35 "person" as defined by FCRA 1681(b) and a "reseller" as defined by FCRA 1681a (u) and is a
 36 "furnisher" of information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the
 37 ordinary course of business furnishes information to one or more consumer reporting agencies
 38 about consumer transactions or experiences with any consumer.
 39 11. Defendant GECU-INDIRECT is a "debt collector" as defined by FDCPA 1692a (6), a "person" as
 40 defined by FCRA 1681(b) and a "reseller" as defined by FCRA 1681a(u) and is a "furnisher" of
 41 information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course
 42 of business furnishes information to one or more consumer reporting agencies about consumer
 43 transactions or experiences with any consumer.

- 1 12. Upon information and belief, Defendant Gemb Mervyns is a "furnisher" of information as
2 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business
3 furnishes information to one or more consumer reporting agencies and financial institutions about
4 consumer transactions or experience with any consumer.
- 5 13. Upon information and belief, Defendant BIRCHWOOD CREDIT SERV is a "furnisher" of
6 information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course
7 of business furnishes information to one or more consumer reporting agencies and financial
8 institutions about consumer transactions or experience with any consumer.
- 9 14. Upon information and belief, Defendant PREMIER CAPITAL LLC is a "furnisher" of information as
10 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business
11 furnishes information to one or more consumer reporting agencies and financial institutions about
12 consumer transactions or experience with any consumer.
- 13 15. Upon information and belief, Defendant ALL POINTS CAPITAL COR is a "furnisher" of
14 information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course
15 of business furnishes information to one or more consumer reporting agencies and financial
16 institutions about consumer transactions or experience with any consumer.
- 17 16. Upon information and belief, Defendant CMRE Financial Services is a "furnisher" of information as
18 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business
19 furnishes information to one or more consumer reporting agencies and financial institutions about
20 consumer transactions or experience with any consumer.
- 21 17. Upon information and belief, Defendant GECU-INDIRECT is a "furnisher" of information as
22 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business
23 furnishes information to one or more consumer reporting agencies and financial institutions about
24 consumer transactions or experience with any consumer.

FACTUAL ALLEGATIONS

- 25 18. On or about July 22, 2009 I received a letter from BNY Mellon Inc that computer files and tapes
26 concerning my personal information were lost and may be compromised.
- 27 19. On or about July 28, 2009, I immediately notified the Experian, Equifax Information Services, and
28 Trans Union and ordered copies of my credit reports.
- 29 20. On or about August 8, 2009, I received copies of my credit reports which showed erroneous,
30 inaccurate, and fraudulent data regarding my persons and financial and business transactions.
- 31 21. I have made numerous attempts to contact the above defendants to rectify and resolve my
32 concerns to no avail.
- 33 22. Plaintiff has since received notices denying credit, refinancing and opening a checking account
34 based on information obtained in consumer reports from Experian, Trans Union, Equifax
35 Information Services and CSC Credit Services. All of which are reporting inaccurate, fraudulent,
36 erroneous and adverse information regarding Plaintiff's credit worthiness and banking
37 transactions.
- 38 23. As a direct result and proximate cause of Defendant(s)' continued reporting of erroneous,
39 inaccurate, fraudulent and adverse information to the credit reporting agencies and as a direct
40 result and proximate cause of credit reporting agency(s) reporting erroneous, inaccurate,
41 fraudulent and adverse information, Plaintiff has suffered and continues to suffer damages
42 including but not limited to humiliation, embarrassment, and loss of opportunity.

CAUSE OF ACTION

- 43 24. Plaintiff repeats, alleges, asserts/reasserts and incorporates by reference the foregoing
44 paragraphs.
- 45 25. Trans Union LLC continues to add, store, maintain, and disseminate personal credit information,
46 in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false,

1 erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such
 2 information is inaccurate.

- 3 26. Trans Union LLC continues to withhold, and/or intentionally, maliciously, and negligently not
 4 report positive credit information that it previously reported resulting in defamation and causing
 5 financial injury.
- 6 27. Trans Union LLC willfully and negligently reinserted removed items on Plaintiff's consumer credit
 7 report without notifying Plaintiff in writing within 5 business days in violation of FCRA (A)(5)(B)(ii).
- 8 28. Trans Union LLC continues to willfully, maliciously, and negligently violate FCRA 1681(e)(b), on
 9 multiple occasions.
- 10 29. As a result of Trans Union's actions, Plaintiff has been damaged.
- 11 30. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement
 12 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
 13 equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure
 14 and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the
 15 costs of the action together with reasonable attorney's fees.
- 16 31. Trans Union LLC failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise
 17 failed to comport with FCRA 1681i.
- 18 32. Trans Union LLC; failed to adopt and follow reasonable procedures to assure maximum possible
 19 accuracy of Plaintiff's consumer credit and other personal information as required by FCRA which
 20 it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk
 21 factors, denial codes and other economic and predictions data evaluations.
- 22 33. As a result of Trans Union's negligent failure to comply with the FCRA, it is liable to Plaintiff in the
 23 amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and
 24 (2) the costs of this action together with reasonable attorney's fees.
- 25 34. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement
 26 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
 27 equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or
 28 damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive
 29 damages as the court may allow, and (3) in the case of any successful action to enforce any
 30 liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
- 31 35. Experian continues to add, store, maintain, and disseminate personal credit information, in
 32 consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false,
 33 erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such
 34 information is inaccurate.
- 35 36. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement
 36 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
 37 equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure
 38 and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the
 39 costs of the action together with reasonable attorney's fees.
- 40 37. Experian failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to
 41 comport with FCRA 1681i.
- 42 38. Experian failed to adopt and follow reasonable procedures to assure maximum possible accuracy
 43 of Plaintiff's consumer credit and other personal information as required by FCRA which it
 44 complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk
 45 factors, denial codes and other economic and predictions data evaluations.
- 46 39. As a result of Experian's negligent failure to comply with the FCRA, it is liable to Plaintiff in the
 47 amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and
 48 (2) the costs of this action together with reasonable attorney's fees.

- 1 40. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement
 2 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
 3 equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or
 4 damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive
 5 damages as the court may allow, and (3) in the case of any successful action to enforce any
 6 liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
- 7 41. Equifax Information Services continues to add, store, maintain, and
 8 disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff
 9 which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff
 10 and subscribers that such information is inaccurate.
- 11 42. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement
 12 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
 13 equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure
 14 and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the
 15 costs of the action together with reasonable attorney's fees.
- 16 43. Equifax Information Services failed to conduct a reasonable investigation of Plaintiff's disputes
 17 and otherwise failed to comport with FCRA 1681i.
- 18 44. Equifax Information Services failed to adopt and follow reasonable procedures to assure
 19 maximum possible accuracy of Plaintiff's consumer credit and other personal information as
 20 require by FCRA which it complied, used and manipulated in order to prepare consumer credit
 21 reports, credit scores, risk factors, denial codes and other economic and predictions data
 22 evaluations.
- 23 45. As a result of Equifax Information Services negligent failure to comply with the FCRA, it is liable
 24 to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of
 25 said failure and (2) the costs of this action together with reasonable attorney's fees.
- 26 46. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement
 27 imposed under the FCRA with respect to any consumer is liable to that consumer in an amount
 28 equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or
 29 damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive
 30 damages as the court may allow, and (3) in the case of any successful action to enforce any
 31 liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
- 32 47. PREMIER CAPITAL LLC; willfully and negligently obtained Plaintiff's credit report without
 Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
- 33 48. NATL FITNESS willfully and negligently obtained Plaintiff's credit report without Plaintiff's
 34 permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
- 35 49. GEMB/DILLARDS willfully and negligently failed to validate Plaintiff's allege debt and continues to
 36 report to Credit Bureau in violation of FDCPA section 809(b).
- 37 50. ENTAIRE GLOBAL LENDI; willfully and negligently failed to validate Plaintiff's allege debt and
 38 continues to report to Credit Bureau in violation of FDCPA section 809(b).
- 39 51. ENTAIRE GLOBAL LENDI; willfully and negligently "Re age" fraudulent accounts by updating
 40 date of last activity on Plaintiffs credit report in hopes of keeping negative information on an
 41 account longer in violation of FCRA 605(c).
- 42 52. ENTAIRE GLOBAL LENDI willfully and negligently obtained Plaintiff's credit report without
 Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
- 43 53. GECU-INDIRECT; willfully and negligently obtained Plaintiff's credit report without Plaintiff's
 44 permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
- 45 54. SRA ASSOCIATES; willfully and negligently obtained Plaintiff's credit report without Plaintiff's
 46 permission in violation of FCRA 604 and sections 1681b (a) (3) (F).

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that judgment be entered against Defendants for:

- a. Actual damages in an amount to be shown at trial;
 - b. Statutory damages pursuant to FCRA 1681n;
 - c. Punitive damages pursuant to FCRA 1681n;
 - d. Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
 - e. Costs and reasonable attorney's fees; and
 - f. Such other relief as may be just and proper.

VICKIE QUINTANA

VICKIE L QUINTANA

Pro Se

